

FAIRFAX COUNTY
TELEPHONE FACSIMILE (FAX)
BASIC TRADING PARTNER AGREEMENT

THIS TELEPHONE FACSIMILE TRADING PARTNER AGREEMENT (the "Agreement") is made as of the _____ day of _____, 20____, by and between _____ (The "Trading Partner") with offices at _____ and Fairfax County (the "County") with offices at 12000 Government Center Parkway, Fairfax, Virginia, 22035.

This agreement prescribes the general procedures and policies to be followed when FAX is used for transmitting and receiving purchase orders, invoices, shipping notices, or other business information in lieu of creating one or more paper documents normally associated with conducting business with the County. Now therefore, the parties, intending to be legally bound, agree as follows:

The County will transmit and receive such documents as it chooses in accordance with this Agreement. The Trading Partner agrees to be bound by the terms and conditions contained in such documents, this Agreement and any applicable contract.

FAX obligations and submissions are legally binding on the parties in accordance with this Agreement. Further, the use of FAX equivalent of a County standard business document referenced in this agreement or any Addendum to this agreement will be deemed an acceptable business practice and that no trading partner will challenge the admissibility of the FAX information in evidence, except in circumstances in which an analogous paper document could be challenged. Nothing contained in this agreement will take precedence over any contract under which this agreement is implemented.

1. Terms and Conditions

- a. Each trading partner will specify its FAX telephone number for receiving the County's business documents on the attached FAX Vendor Profile Form (Addendum A of this agreement).
- b. The County will send FAX documents to Trading Partners directly from the County purchasing software application. Receipt by the Trading Partner is considered to occur when the FAX transaction is acknowledged by the Trading Partner's facsimile machine.
- c. The County will bear the costs of faxing documents to Trading Partners. The County's Trading Partners are responsible for all costs associated with faxing documents to the County.

- d. When the FAX transmissions are delivery orders issued pursuant to an established County

contract, then, in addition to the above stipulations, the terms and conditions of the contract shall apply.

- e. If a trading partner receives an unreadable FAX, the County must be contacted immediately to arrange a retransmission. If the County receives an unreadable FAX, it will contact the sender to request a retransmission.
- f. The County and Trading Partner will perform an initial test phase to verify the sending and receiving of FAX documents.
- g. Any document from the County system faxed to the Trading Partner's facsimile telephone number is to be considered a valid and authentic document as would be a paper transaction. Likewise, any document from a trading partner faxed to a County facsimile telephone number will be considered a valid and authentic document as would be a paper transaction.
- h. Addendum B contains the specific Fairfax County Purchase Order terms and conditions which are relevant for all vendors desiring to conduct business with Fairfax County.

2. Force Majeure

None of the parties in this agreement will be liable for failure to properly send FAXes in the event of war, accident, riot, fire, flood, epidemic, power outage, labor dispute, act of God, act of public enemy, malfunction or inappropriate design of hardware or software, or any other cause beyond such party's control. If standard business cannot be conducted by FAX, the County will, at its discretion, return to a paper-based system using the United States Postal System (USPS).

3. Effective Date

The effective date of this agreement will be the latest of the date(s) shown on the signature page of this document.

4. Termination

This agreement may be terminated by either the County or this trading partner, effective 30 days after receipt of written notice by either party. Termination will have no effect on transactions occurring prior to the effect date of termination.

5. Governing Law

This order and the performance thereof shall be construed and governed in accordance with the laws of the Commonwealth of Virginia and the *Fairfax County Purchasing Resolution*.

6. Severability

Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

7. Whole Agreement

This agreement and all addenda constitute the entire agreement between the parties. No changes in terms and conditions of this agreement shall be effective unless approved and signed by both parties. As the parties develop and implement additional document delivery capabilities, addenda may be incorporated into this agreement. Each addendum will be signed by both parties. The latest date contained on the signature page will be the effective date of the addendum. The addendum will be appended to this agreement.

Fairfax County:

Signature/Date

Name: Cathy A. Muse

Title: Director/Purchasing Agent

Trading Partner:

Signature/Date

Name:

Title:

Trading Partners: Federal ID Number:

or
Social Security Number (Individuals only)

Attachments:

Addendum A: FAX Vendor Profile Form

Addendum B: Purchase Order Terms and Conditions

Virginia Tax Certificate

ADDENDUM A

Fairfax County *FAX Vendor Profile*

Please complete the following information and return by fax (703) 324-3001, Attn: Systems Administration/FAX.

Business Information

Fairfax County Government:

Fairfax County Department of Purchasing and Supply Management Suite 427 12000 Government Center Parkway Fairfax, VA 22035	EDI Contact: D'Arcy Roper Title: Chief, Systems and Customer Services Telephone Number: 703/324-3256 Fax Number: 703/324-3228 E-Mail Address: Darcy.Roper@fairfaxcounty.gov
--	--

Please provide your:

Company Name:	_____
Address:	_____
FAX Contact:	_____
Title:	_____
Telephone Number:	_____
FAX Telephone Number:	_____
E-mail Address:	_____

ADDENDUM B

TERMS AND CONDITIONS

1. **APPLICABLE LAWS:** This order and the performance thereof shall be construed and governed in accordance with the laws of the Commonwealth of Virginia and the *Fairfax County Purchasing Resolution*.
2. **PRICES/ PROMPT PAYMENT:** This order is acceptable only at prices stated. No tax shall be included, except as provided in this order. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice, or acceptance of materials or services, whichever is later.
3. **TRANSPORTATION CHARGES:**
 - a. Transportation charges must be prepaid when price is F.O.B. Destination, except when otherwise specified.
 - b. Vendor will pay transportation charges both ways on material rejected for failure to meet specifications and for wrong or defective material.
4. **INSPECTION:** Materials will be received subject to inspection and if found defective or not in accordance with specifications will be returned at your expense.
5. **CHANGES IN PURCHASE ORDER:** No changes or substitutions may be made in any of the provisions of this order without prior approval of the Buyer cited in block 7. If approved, a Change Order will then be issued.
6. **DELIVERY DATE:** Shipment must be made by date specified. Please advise Buyer if shipment can not be made as specified.
7. **CANCELLATION:** The County reserves the right to cancel all or part of this order if shipment is not made as specified.
8. **OVERSHIPMENTS:** The County does not accept responsibility for payment of overshipments. Quantities ordered must not be exceeded unless authority for deviations is specified in this order.
9. **PACKING LIST AND/ OR DELIVERY TICKET:** Unless otherwise specified, a Packing List and/or Delivery Ticket must be furnished with each shipment indicating the Purchase Order Number as well as the *following information*:

- a. Name of the Article and Stock Number (Supplier's)
 - b. Material ID/Fairfax County Identification Number (FCIN) *when indicated on the reverse side*
 - c. Quantity Ordered
 - d. Quantity Shipped
 - e. Quantity Back Ordered
 - f. Name of Vendor
10. **DROP SHIPMENTS:** "Drop Shipment" of materials by Vendor from manufacturers will also be subject to the Packing List and/or Delivery Ticket information requirements as outlined above, Vendor *must insure* manufacturer compliance with these instructions.
11. **MARKINGS:** The Purchase Order Number including prefix letters must appear on all cartons, boxes, packages, shipping cases, invoices, shipping documents and correspondence.
12. **INVOICES/ PAYMENTS:**
- a. Vendor will render invoices as per specific instructions embodied in this order. Purchase Order Number must be referenced on all invoices.
 - b. Never include on one invoice goods furnished on two or more Purchase Orders. Each Purchase Order must be invoiced separately.
 - c. Address inquiries concerning the payment of invoices to:
 1. For Public School Invoices/ Payments – contact: Department of Financial Services, (703) 246-2836.
 2. For County Agency Invoices/ Payments – contact: Department of Finance, (703) 324-2530.
13. **TAXES:** Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. Federal Excise Tax Exemption Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling (703) 324-3206.
14. **IDEMNITY:** Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered

against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

15. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.
16. **NOTE:** Fairfax County does not discriminate against faith-based organizations, in accordance with the *Code of Virginia*, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

COMMONWEALTH OF VIRGINIA
SALES AND USE TAX CERTIFICATE OF EXEMPTION

**(For use by the Commonwealth of Virginia, a political subdivision
of the Commonwealth of Virginia, or the United States)**

To: _____ Date: _____
(Name of Dealer)

(Number and street or rural route) (City, town, or post office) (State)
(ZIP Code)

The Virginia Retail Sales and Use Tax Act provides that the Virginia sales and use tax shall not apply to tangible personal property for use or consumption by this State, any political subdivision of this State, or the United States. (This exemption does not apply to sales or leases to privately owned financial and other privately owned corporations chartered by the United States.)

The undersigned, for and on behalf of the governmental agency named below, hereby certifies that all tangible personal property purchased or leased from the above dealer on and after this date will be for use or consumption by a governmental agency, that each such purchase or lease will be supported by the required official purchase order, and that such tangible personal property will be paid for out of public funds: (Check proper box below.)

- ☐ 1. Tangible personal property for use or consumption by the Commonwealth of Virginia.
- ☒ 2. Tangible personal property for use or consumption by a political subdivision of the Commonwealth of Virginia.
- ☐ 3. Tangible personal property for use or consumption by the United States.

County of Fairfax

(Name of government agency)

(Number and street or rural route) **Fairfax** **Virginia** **22035**
(City, town, or post office) (State) (Zip Code)

I certify that I am authorized to sign this Certificate of Exemption and that, to the best of my knowledge and belief, it is true and correct, made in good faith, pursuant to the Virginia Retail Sales and Use Tax Act.

By: _____ **Director/Purchasing Agent**
(Signature) (Title)

Information for dealer: - A dealer is required to have on file only one Certificate of Exemption properly executed by the governmental agency buying or leasing tax exempt tangible personal property under this Certificate.